

Hearing Date and Time: October 23, 2008 at 10:00 a.m.
Objection Deadline: October 16, 2008

ANDREWS KURTH LLP
450 Lexington Avenue
New York, New York 10017
Paul N. Silverstein (PS 5098)
Telephone: (212) 850-2800
Fax: (212) 850-2929

Counsel to Liquidity Solutions, Inc.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
In re:	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
-----X		

**LIQUIDITY SOLUTIONS INC.'S OBJECTION TO MOTION FOR
ORDER (I) APPROVING MODIFICATIONS TO THE DEBTORS' FIRST
AMENDED PLAN OF REORGANIZATION (AS MODIFIED) AND
RELATED DISCLOSURES AND VOTING PROCEDURES AND (II)
SETTING FINAL HEARING DATE TO CONSIDER MODIFICATIONS
TO CONFIRMED FIRST AMENDED PLAN OF REORGANIZATION**

TO: THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Liquidity Solutions, Inc. ("LSI"), by its undersigned counsel, respectfully represents:

1. LSI holds various claims against the Debtors which have been identified in prior pleadings filed in these cases. (*See, e.g., Exhibit "A"* to "Cure Claims of Liquidity Solutions, Inc., as Assignee, submitted in Accordance with the First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates" [Docket No. 13065], which is annexed hereto as Exhibit "1.")

2. On May 22, 2008, LSI filed its "Response to Debtors' (I) Omnibus Objection pursuant to Confirmation Order, 11 U.S.C. §§ 105(a), 365 and Fed.R. Bankr. p. 9014 Regarding

Cure Claim Submitted Under Article 8.2(b) of Debtors' Plan of Reorganization and (II) Request for Order Provisionally Allowing Certain Cure Proposals" [Docket No. 13648], which is annexed hereto as Exhibit "2." Paragraph "7" of LSI's Objection states in pertinent part:

LSI respectfully requests that the Debtors be directed to provide LSI with a list of Other Executory Contracts and Other Unexpired Leases that relate to LSI claims (ideally, with contract numbers). LSI would then contact its counterparties from whom it purchased claims who are on such list and LSI would then amend its Cure Claim with specific cure amounts and bifurcate such Cure Claim by having each original cure counterparty prosecute its particular portion thereof.

The Debtors have not complied with LSI's very simple and very appropriate request.

3. Paragraph "38" of the present Motion proposes that "procedures to be used in connection with the Modified Plan shall be the same as the "procedures" previously approved by the Court, except that the Debtors propose "[c]hanges to the Cure Claim Procedures pursuant to the Modified Plan." Paragraph "57" and "58" of the present Motion state that "cure payments" under the Modified Plan: (i) would be made only in cash; and (ii) in all other respects the "previously established procedures" would govern. As a consequence, LSI hereby objects (and renews and reiterates its prior objections) to such cure procedures in respect of "Other" executory contracts and leases:

4. The previously approved "cure procedures" were apparently designed to maximize creditor forfeiture. While it is beyond dispute that Chapter 11 of the Bankruptcy Code is a debtor statute - - intended to foster reorganization and rehabilitation of businesses - - Chapter 11 should not be employed to result in unwarranted forfeitures by creditors.

5. Under the "cure procedures" employed under the Debtors' prior failed Plan, as to Material Supply Agreements the creditor was required affirmatively to "check a box" to get the cash cure entitlement, otherwise cures were to be paid in illusory Plan currency if the election was not made or the original cure notice with original signatures (no copies, no faxes, no emails)

was not returned to the Debtors. As indicated in the present Motion, and above, the illusory Plan currency is no longer being used by the Debtor. Instead, only cash is being paid to cure claims.

6. As to “Other” executory contracts and unexpired leases (i.e., non-Material Supply Agreements), however, rather than providing a list of Other Contracts that the Debtors intended to assume at exit and/or providing proposed cure amounts to the affected creditors (as is done in every other Chapter 11 case), the Debtors turned the tables and required creditors to take the affirmative step to file a “cure claim” by March 10, 2008, asserting what the creditor believed the cure amount should be - - even if the creditor already has a valid proof of claim on file and/or a valid scheduled liability.

7. Due to the impracticality of contacting all of hundreds of LSI’s assignors without a list of proposed contract assumptions, LSI filed a protective Cure Claim (Exhibit “1” hereto) to which the Debtors objected as having been submitted by “an improper third party.” Exhibit “2” hereto is LSI’s response to such Objection. The Debtors have now had almost one year in which many executory contracts have expired by their own terms thereby rolling out of the “cure” pool. The Debtors have also retained the flexibility since that time to make decisions not to assume contracts that they had identified as being subject to “cure.” Meanwhile, over the last year, the Debtors have a new Plan and the landscape has dramatically changed as to what it means to be a creditor with a “cure claim” given that general unsecured claims that formerly were to receive 100 cents in Plan currency are now to receive approximately 20 cents on the dollar. It is patently unfair and legally improper, in the context of a new Plan to lock creditors with “Other” executory contracts and unexpired leases into an artificial March 10, 2008 bar date for cure claims.

8. In every Chapter 11 case in which LSI is involved, where contracts are being assumed under a plan, LSI (i) reviews the notice of proposed cure amounts that accompanies the Plan confirmation submissions for any proposed cures to counterparties from which LSI purchased a claim, (ii) checks the proposed cure amount against the proof of claim or other documents it has, and (iii) if there is any question or discrepancy, contacts the original counterparty to prosecute, or assist LSI in prosecuting, an objection to the cure amount. Here, however, the Debtors refuse to give LSI, or otherwise publish, a list of “Other Executory Contracts” and “Other Unexpired Leases” that are being assumed or even a generic list of original counterparties to such contracts. That would enable LSI to determine whether, or which of, the many entities and individuals from whom LSI purchased claims is a party to Other Executory Contracts or Other Unexpired Leases that are being assumed pursuant to the Plan. Accordingly, LSI again respectfully requests that the Debtors be directed to provide LSI with a list of Other Executory Contracts and Other Unexpired Leases that relate to LSI claims (ideally, with contract numbers). LSI would then, as appropriate, amend its Cure Claim with specific cure amounts.

WHEREFORE, LSI respectfully requests that the Debtors’ Motion be denied for the reasons set forth above together with such other relief as may be just and proper.

Dated: October 16, 2008

ANDREWS KURTH LLP

/s/ Paul N. Silverstein

Paul N. Silverstein (PS 5098)
450 Lexington Avenue, 15th Floor
New York, New York 10017
Tel. (212) 850-2800
Fax (212) 850-2929

Counsel to Liquidity Solutions, Inc.

Exhibit 1

Dana P. Kane, Esq. (DK-3909)
Liquidity Solutions, Inc.
One University Plaza, Suite 312
Hackensack, New Jersey 07601
Phone: (201) 968-0001
Fax: (201) 968-0010

Counsel to Liquidity Solutions, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re:	:
	:
DELPHI CORPORATION, <u>et al.</u> ,	:
	:
Debtors.	:
-----X	

Chapter 11
Case No. 05-44481 (RDD)
(Jointly Administered)

**CURE CLAIMS OF LIQUIDITY SOLUTIONS, INC., AS ASSIGNEE,
SUBMITTED IN ACCORDANCE WITH THE FIRST AMENDED JOINT PLAN
OF REORGANIZATION OF DELPHI CORPORATION AND CERTAIN
AFFILIATES, DEBTORS AND DEBTORS-IN-POSSESSION**

Liquidity Solutions, Inc. d/b/a Revenue Management and certain of its affiliates ("LSI"), as assignee of certain original creditors, hereby files its cure claims (collectively, the "Cure Claim") in accordance with the First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession (the "Plan").¹ As stated more fully below, this Cure Claim is filed purely out of an abundance of caution. In support of this Cure Claim, LSI respectfully states as follows:

1. On October 8, 2005 and October 14, 2005, Delphi Corporation ("Delphi"), Delphi Automotive Systems LLC ("Automotive") and certain of Delphi's U.S. subsidiaries and

¹ Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Plan.

affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”).

2. On various dates during the pendency of these chapter 11 cases, LSI entered into agreements with certain original creditors (each, an “Assignor”) for assignment of certain claims against the Debtors (each, an “Assigned Claim” and collectively, the “LSI Assigned Claims”), and LSI duly filed notices of transfer of claim pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure. A list of certain LSI Assigned Claims is attached hereto as Exhibit A.

3. Pursuant to the underlying agreement between LSI and each of the Assignors, LSI was assigned (i) all right, title and interest in and to the respective Assigned Claims and any distributions thereon, (ii) the right to payment of any pre-petition “cure” amounts within the meaning of section 365 of the Bankruptcy Code that may be related to contracts giving rise to each of the respective Assigned Claims that are assumed (or assumed and assigned) by any Debtor, and (iii) the right to receive any and all distributions on account of such pre-petition cure amounts. Each Assignor also authorized and appointed LSI as its true and lawful agent and attorney-in-fact with respect to all matters concerning the respective Assigned Claims; accordingly, LSI has standing to file this Cure Claim to the extent it is necessary.²

² LSI is aware that the Debtors previously have relied on the Solicitation Procedures Order [Docket No. 11389] entered in these chapter 11 cases to assert that purchasers or other transferees of claims such as LSI do not have standing with respect to matters of assumption, assignment, and cure. However, because (a) the Solicitation Procedures Order expressly dealt only with Material Supply Agreements and (b) as stated below (see paragraph 7 hereof and accompanying footnote text), this Cure Claim does not include Assigned Claims as to which LSI is aware bear a relation to a Material Supply Agreement. LSI submits that the Solicitation Procedures Order cannot operate to deny LSI standing to assert this protective Cure Claim. Moreover, because all right to payment of cure in connection with each respective Assigned Claim was transferred to LSI, LSI further submits that its standing to assert this Cure Claim should be evident and should be recognized since LSI – and not each Assignor – is the only party with an economic interest in these cure matters. Finally, although they are too voluminous to attach to this pleading, LSI would be willing to provide, upon request (on a redacted basis) of the Debtors or this Court, copies of

4. On or about December 10, 2007, the Debtors filed the Plan. Pursuant to Article 8.1(a) of the Plan, all executory contracts and unexpired leases shall be deemed automatically assumed in accordance with sections 365 or 1123 of the Bankruptcy Code as of the Effective Date of the Plan, with certain exceptions.³

5. This Court confirmed the Plan by order entered on January 25, 2008. Section 8.2(b) of the Plan provides that cure claims relating to Other Executory Contracts (i.e., contracts that are not Material Supply Agreements) must be filed within forty-five (45) days after entry of the Confirmation Order. Accordingly, March 10, 2008 is the deadline for filing cure claims relating to Other Executory Contracts.

6. LSI recently became aware that, on or about January 29, 2008, the Debtors filed a Notice of Cure Amount with Respect to Executory Contracts to be Assumed or Assumed and Assigned Under Plan of Reorganization (the "Omnibus Cure Notice"). The Omnibus Cure Notice provides, among other things, that objections to the proposed cure amounts must be interposed so as to be received within ten days of service of the Omnibus Cure Notice. LSI was not served with the Omnibus Cure Notice.

7. LSI does not have sufficient information to determine whether any of the claims set forth on Exhibit A hereto arise as part of any executory contract or unexpired lease being assumed in conjunction with Article 8.1(a) of the Plan, nor does LSI have the associated Delphi contract numbers that would enable it to review the Omnibus Cure Notice even had LSI

each agreement underlying the transfer of an Assigned Claim as evidence of each Assignor's appointment of LSI as its agent and attorney-in-fact to the extent that LSI is not recognized as having independent standing to assert this Cure Claim.

³ The exceptions to the presumptive assumption of contracts under the Plan include any executory contract or unexpired lease that (a) was previously rejected, (ii) was the subject of a motion to reject, (iii) expired or terminated by its own terms on or prior to December 31, 2007, and was not otherwise extended, (iv) was listed on a schedule of contracts and leases attached to the Plan to be specifically rejected by operation of the Plan or (v) was otherwise to be rejected pursuant to the Plan. See Plan, at § 8.1(a).

been timely served with such notice.⁴ In addition, although most of the Assigned Claims listed on Exhibit A hereto do not relate to purchase orders or other contracts that were expressly included within the Omnibus Cure Notice, LSI is not aware whether the Omnibus Cure Notice covers the entire universe of contracts that the Debtors intend to assume by operation of Article 8.1(a) of the Plan.

8. Accordingly, LSI files this omnibus Cure Claim out of an abundance of caution, to preserve its right to payment in cash, in full, of any cure amounts associated with the assumption of any executory contracts or unexpired leases relating to LSI Assigned Claims. LSI reserves the right to amend, modify or supplement this Cure Claim.

⁴ In composing the list of Assigned Claims attached hereto as Exhibit A, LSI did not include any of its Assigned Claims (a) that LSI is aware relate to a Material Supply Agreement that is already the subject of an associated Cure Amount Notice or (b) were assigned to LSI from an entity (if any) whose contract is listed on Exhibit 8.1(a) to the Plan as a contract to be specifically rejected upon the Effective Date of the Plan. To the extent that there is some overlap – e.g., an Assignor that is party to a Material Supply Agreement separately is party to an Other Executory Contract that is affected by Sections 8.1(a) and 8.2(a) of the Plan – LSI reserves the right to supplement this Cure Claim.

CONCLUSION

WHEREFORE, LSI respectfully requests that the Court enter an order (i) to the extent that the Debtors' assumption of any executory contract or unexpired lease pursuant to Section 8.1(b) of the Plan relates in whole or in part to a contract or lease underlying an Assigned Claim held by LSI, establishing the cure amount for each Assigned Claim at the respective Claim Amount set forth on Exhibit A hereto, (ii) requiring the Debtors to timely pay the established cure amount in cash to LSI and (iii) granting such other and further relief as is just and proper under the circumstances.

Dated: Hackensack, New Jersey
March 10, 2008

Respectfully submitted,
LIQUIDITY SOLUTIONS, INC.

By: 

Dana P. Kane, Esq. (DK-3909)
Liquidity Solutions, Inc.
One University Plaza, Suite 312
Hackensack, New Jersey 07601
Phone: (201) 968-0001
Fax: (201) 968-0010

EXHIBIT A

Creditor Name	Claim Amount per LSI Records	Claim No.
ACORN DISTRIBUTORS INC	\$7,723.11	2287
AMES REESE INC	\$105,853.47	9816 & 9820
APPLIED HANDLING INC	\$13,966.00	15495
ASHLAND CANADA CORP	\$2,692.80	15496
ASSOCIATED PACKAGING INC	\$4,120.26	4853
BEACH MOLD & TOOL	\$3,588.72	15494
BUCKHORN RUBBER PRODUCTS	\$178,955.76	2610
CAPITAL FIRE PROTECTION	\$15,930.00	15488
CARBY CORP	\$5,340.00	15491
CASTROL INDUSTRIAL NORTH AMERICA, INC.	\$245,023.06	8676
CEMAN INDUSTRIAL WELDING	\$2,394.65	NONE
CHEMCENTRAL CORP	\$9,667.54	769
CINCINNATI MACHINE, LLC	\$221,982.00	234
CINCINNATI TOOL STEEL CO	\$1,353.50	268
COAN & SON INC	\$2,955.00	NONE
COBAR SOLDER PRODUCTS INC	\$19,476.40	15486
COLUMBIA MACHINE WORKS	\$1,081.58	15487
CONAX BUFFALO CORP	\$6,822.00	15490
CONNOR FORMED METAL	\$1,613.62	15489
CONTACT EAST INC	\$552.15	15485
CORNERSTONE DESIGN LTD	\$8,714.00	2549
COYNE OIL CORPORATION	\$1,488.03	1993
CROWN PAPER BOX CORP	\$16,539.37	3990
CUSTOM COATING INC	\$11,827.41	194
CUSTOM LASER INC	\$2,753.10	NONE
CW INDUSTRIES	\$2,793.00	
D&L ENERGY INC	\$1,717.05	
DDM HOPTSCHULER	\$1,834.00	2169
DE ANZA MANUFACTURING	\$662.54	NONE
DECATUR PRINTING	\$3,063.75	
DECATUR SPORTSFIT & WELLNESS	\$1,995.00	15484
DECATUR TRUCK & TRAILER SALES	\$1,130.00	
DICKEY & SON MACHINE TOOL	\$7,848.25	451-454
DIGATRON FIRING CIRCUITS	\$8,730.29	5596
DUNCAN EQUIPMENT CO	\$432,071.89	2039
EKB ELEKTRO UND	\$159,078.53	15478
ELECTRODES INC	\$1,590.60	2078
ELEKTRISOLA INC	\$54,165.90	15455
ELESA USA CORP	\$1,370.95	15481
ELGIN DIE MOLD CO	\$86,176.25	9459
ELGIN DIE MOLD CO	\$29,862.80	9460
ELKHART PRODUCTS CORP	\$138,545.28	432
EMPIRE WAREHOUSE INC	\$3,699.50	15471
ENMARK TOOL & GAGE CO	\$21,460.00	182
ENVIRONMENTAL SCREENING TESTING SOLUTIONS INC	\$161,818.99	1678/1750/1933
ENVIRONMENTAL TECH & COMMUNICATIONS, INC	\$1,957.00	
EXEC WAREHOUSE	\$3,714.99	15482
EXELDA MANUFACTURING CO	\$182,105.93	1934
FAIRHAVEN INDUSTRIES, INC	\$1,075.00	NONE
FARGO ASSEMBLY OF PA INC.	\$89,884.41	1686
FLINT RIGGERS & ERECTORS INC	\$11,800.00	15470

EXHIBIT A

Creditor Name	Claim Amount per LSI Records	Claim No.
FLYNN METERING SYSTEM	\$2,145.80	
FREEMAN WATER TREATMENT	\$2,625.42	
FUTURE PRODUCTS CORP	\$1,795.00	NONE
GEOCORP INDUSTRIAL CONTROLS INC	\$1,120.00	15466
GOYETTE MECHANICAL CO INC	\$1,023.00	NONE
GRAPHITE SALES INC	\$11,912.00	15464
GRETAGMACBETH LLC	\$4,286.00	15462
GUYSON INTERNATIONAL LIMITED	\$1,160.00	15463
HAMMOND GROUP INC	\$139,663.46	4427
HASSEL MATERIAL HANDLING CO	\$13,356.75	15457
HELLA INC	\$216,182.60	2543 & 9018
HENRY COUNTY REMC	\$30,449.05	NONE
HEXCEL CORPORATION	\$100,584.84	15458
HYDRO ALUMINUM ADRIAN LLC	\$570,535.00	12142
HYDRO ALUMINUM PRECISION TUBING	\$16,662.24	12143
HY-GRADE DISTRIBUTORS INC	\$1,518.24	15456
IET LABS INC	\$58,575.00	
INDAK MANUFACTURING CORP	\$9,083.02	5563
INDUSTRIAL GRINDING INC	\$4,679.00	9286
INDUSTRIAL MOLDING CORP	\$102,059.47	4583
INDUSTRIAL PAINT & STRIP INC	\$19,211.45	NONE
INDY EXPEDITING INC	\$2,482.48	596
INNOVATIVE DUTCH ELECTRO	\$24,285.14	15465
INTEGRIS METALS INC	\$16,419.30	199
JONES DAY	\$261,562.88	2652
JORGESSEN CONVEYORS INC	\$2,040.00	15468
JUNKERWERK LINDER GMBH & CO KG	\$39,084.15	NONE
KEENAN WELDING & REPAIR	\$11,796.92	15472
KENWORTH TRUCK OF UPSTATE NY INC	\$7,000.00	-
KEY ENGINEERING INC	\$6,513.60	15475
KEY POLYMER	\$7,337.66	439
KINREI OF AMERICA INC	\$22,213.00	15474
LANDOVER COOLING TOWER SERVICE INC	\$1,400.00	15499
LASER ELECTRICAL SUPPLIES INC	\$5,430.00	15497
LAWRENCE SEMICONDUCTOR	\$6,271.05	-
LEONARD MECHANICAL SERVICES INC	\$1,100.00	15498
LINC MECHANICAL	\$119,070.35	15473
MAGIC VALLEY ELECTRIC COOP	\$23,148.97	11855
MAHAR TOOL SUPPLY CO INC	\$11,684.67	2013
MAHONING VALLEY CARTAGE & AIR CARGO INC	\$9,778.10	6068
MANUFACTURERS BRUSH CORP	\$1,088.00	7294
MARATHON ROOFING PRODUCTS	\$2,620.00	397
MARKETING INNOVATIONS INTL	\$15,855.07	4387
MATTESON RIDOLFI INC	\$5,589.00	4013-4014
MAUL ELECTRIC INC	\$128,342.76	1162
MEDCO	\$4,379.80	11852
MELTON MACHINE & CONTROL CO	\$51,450.00	358
MICHAEL E PISTON PC	\$1,150.00	6080
MICROMERITICS	\$10,209.00	6081
MILACRON MARKETING CO	\$128,067.32	2679
MINITAB INC	\$35,618.58	6082

EXHIBIT A

Creditor Name	Claim Amount per LSI Records	Claim No.
MIYACHI UNITEK CORPORATION	\$15,552.64	NONE
MOES TRANSPORT TRUCKING	\$3,690.00	6083
MOR TECH DESIGN INC	\$25,880.30	7829
MRTZ INC DBA TEXAS INDUSTRIAL SUPPLY	\$1,042.50	2055
NEW DIMENSIONS INC	\$5,553.00	6084
NORTHWAY TRUCKING INC	\$52,257.70	7466
NORTON CONSTRUCTION SERVICES	\$8,592.00	6085
NU CUT GRINDING	\$1,877.85	7287
ONESOURCE FACILITY SERVICES INC	\$22,224.00	386
OPTIMAL COMPUTER AIDED ENGR INC	\$2,000.00	3298
ORBIS CORPORATION	\$239,472.32	811
ORTHODYNE ELECTRONICS CORP EFT	\$47,094.44	7563
PACE ANALYTICAL SERVICES INC	\$2,378.00	1892
PAINTING & PROCESS ASSOCIATES	\$5,364.64	7286
PARADIGM SINTERED PRODUCTS / Comerica	\$95,860.80	8197
PENN TOOL CO	\$1,111.48	78
PETERS DRY CLEANING	\$2,601.00	2408
PINNACLE FREIGHT SPECIALISTS INC	\$2,225.00	11851
PREFERRED QUALITY SERVICE EFT INC	\$24,231.56	6086
PREYCO MFG CO INC EFT	\$3,530.27	NONE
PRICE WATERHOUSE COOPERS LLP	\$1,515.02	829
PYRAMID TECHNOLOGIES	\$119,311.05	2074
QUALITY LABS OF OHIO	\$1,457.00	7789
R & R PRESS EQUIPMENT INC	\$6,271.00	2349
RAM METER INC EFT	\$10,563.30	2288
RAWAC PLATING COMPANY	\$398,139.37	16334
RAYSE SA DE CV	\$1,909.98	7296
RCMA AMERICAS / ATRADIUS TRADE CREDIT INSURANCE	\$286,377.08	2099
REACTEL INCORPORATED	\$2,240.00	11850
RELIABLE OIL EQUIPMENT INC	\$11,553.00	6078
REPROS INC	\$10,700.00	7290
ROBERTS DONALD INC	\$15,432.00	NONE
RODAK PLASTICS	\$2,393.65	16359
ROESSEL & CO INC	\$12,687.09	2437
ROOTSTOWN WATER SERVICE CO	\$4,435.16	NONE
S G CONSTRUCTION SERVICES EFT	\$20,679.25	15479
SAFETYTECH PROTECTION INC	\$24,196.30	7285
SAI SIMCOX ASSOCIATES INC	\$9,193.54	7297
SAISHA TECHNOLOGY AND CIRCUITS INTL	\$25,950.00	15600
SAMTEC INC	\$1,068.12	233
SANDMOLD SYSTEMS INC	\$17,850.50	NONE
SARGENT DOCKS & TERMINAL EFT	\$35,457.92	1998
SCHMIEDE CORP	\$625.00	NONE
SCHUNK INEX CORPORATION	\$18,850.00	6077
SCHWIND ROBERT M DBA CNC TECHNICAL SVCS	\$10,689.00	6076
SERVICE TECHNOLOGY CORP	\$6,547.10	NONE
SGF OF AMERICA CORPORATION	\$9,959.89	726
SGS CONTROLL CO MBH	\$8,669.70	8441
SHALTZ FLUID POWER	\$32,191.85	6075
SHOWTECH PRESENTATION SYSTEMS INC	\$3,663.00	6074
SILICON MOUNTAIN MEMORY INC	\$2,089.97	15459

EXHIBIT A

Creditor Name	Claim Amount per LSI Records	Claim No.
SIMPLEX INC	\$3,903.44	NONE
SMITH & WHITE CONSTRUCTION GROUP INC	\$4,411.00	1648
SORENSEN DIV OF ELGAR	\$3,870.00	6073
SORTMAN CRANE & HOIST INC	\$22,797.72	6115
SOUTHWEST METAL FINISHING	\$114,951.80	5595
Special Counsel (MPS Group)	\$12,667.50	4475
SPECIAL PURPOSE EQUIPMENT LIMITED	\$4,228.32	7293
SPERRY & RICE MANUFACTURING CO	\$46,019.84	multiple poc's
SPIREX CORP	\$144,608.00	2470
STELRON COMPONENTS CO	\$3,239.27	3792-3793
TATTILE USA	\$3,000.00	NONE
TEAM QUALITY SERVICES INCORPORATED	\$11,292.83	7085
TECHNASEAL MFG CORP	\$43,941.56	7277
TECHNICAL ILLUSTRATION CORPO	\$17,401.25	8142
TECHNIFOR INC	\$23,910.00	7280
TECNAMEC SRL	\$24,742.00	2451
TECNAMEC SRL	\$7,291.83	2455
TECNAMEC SRL	\$4,082.43	2454
TECNAMEC SRL	\$3,788.49	2450
TECNAMEC SRL	\$1,880.39	2448
TECNAMEC SRL	\$1,635.00	2447
TECNAMEC SRL	\$1,442.59	2452
TECNAMEC SRL	\$1,076.77	2456
TECNAMEC SRL	\$642.11	2449
TECNAMEC SRL	\$360.65	2453
TEST GMBG	\$6,045.46	7283
THOMPSON & KNIGHT LLP	\$2,146.02	NONE
THOMPSON EMERGENCY FREIGHT EFT SYSTEMS	\$37,112.19	1731
TIMCO RUBBER PRODUCTS INC	\$10,212.00	7284
TOTAL TOTE INC	\$17,266.00	1124
TRADEPOINT SYSTEMS LLC (S)	\$46,559.22	1931
TRUCKS UNLIMITED INC	\$1,060.80	5346
TRUTEC INDUSTRIES INC	\$22,962.89	7486
UNIVERSAL POLYMER & RUBBER EFT LTD	\$19,154.10	7279
UNIVERSAL TEST EQUIPMENT INC	\$18,846.30	201202203
UPPER PENINSULA POWER CO MI	\$1,643.70	5454
US METAL PROCESSING / CHOICE ONE SERVICE GROUP INC	\$2,713.35	7292
US MICRO SOLUTIONS INC	\$3,731.50	NONE
VERFAHRENSTECHNIK HUBERS	\$42,278.14	7276
VERMONT MACHINE TOOL CORP	\$10,799.50	7275
VISUAL SOLUTIONS INCORPORATED	\$25,200.00	7281
WAGNER ROBERT G ESTATE OF	\$1,146.90	NONE
WALKER STAINLESS EQUIPMENT	\$52,133.44	4449
WARREN TRUMBULL URBAN LEAGUE INC	\$1,200.00	7278
WATERTECH OF AMERICA INC	\$18,182.10	184
WEST MICHIGAN TAG & LABEL	\$4,990.86	5586
WESTERN NY FLUID SYSTEMS TECH	\$12,790.21	multiple poc's
WOODEN & MCLAUGHLIN LLP	\$18,977.40	4732
WORKING ENVIRONMENTS INC	\$5,476.32	NONE
WYATT SEAL INC	\$1,370.10	7291
XAMAX INDUSTRIES	\$30,474.83	6669

EXHIBIT A

Creditor Name	Claim Amount per LSI Records	Claim No.
XILINX INC	\$44,400.00	7282
ZIP INDUSTRIAL PRODUCTS CORP	\$4,433.36	NONE
ZODIAC AUTOMOTIVE US INC	\$49,108.50	7697

Exhibit 2

Hearing Date and Time: May 29, 2008 at 10:00 a.m.

ANDREWS KURTH LLP
450 Lexington Avenue
New York, New York 10017
Paul N. Silverstein (PS 5098)
Jonathan Levine (JL 9674)
Telephone: (212) 850-2800
Fax: (212) 850-2929

Counsel to Liquidity Solutions, Inc.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re:	: Chapter 11
DELPHI CORPORATION, <u>et al.</u> ,	: Case No. 05-44481 (RDD)
Debtors.	: (Jointly Administered)
-----X	

**LIQUIDITY SOLUTIONS INC.'S RESPONSE TO DEBTORS' (I)
OMNIBUS OBJECTION PURSUANT TO CONFIRMATION ORDER, 11 U.S.C. §§
105(A), 365, AND FED. R. BANKR. P. 9014 REGARDING CURE CLAIM
SUBMITTED UNDER ARTICLE 8.2(b) OF DEBTORS' PLAN OF
REORGANIZATION AND (II) REQUEST FOR ORDER
PROVISIONALLY ALLOWING CERTAIN CURE PROPOSALS**

TO: THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Liquidity Solutions, Inc. ("LSI"), by its undersigned counsel, respectfully represents:

1. LSI's "Cure Claim," which was timely filed, was a protective filing aimed at assuring that claims owned by LSI were not improperly and unfairly expunged. A copy of LSI's Cure Proposal is annexed hereto as Exhibit "1".

2. The Debtors contend that LSI's protective Cure Claim was "submitted by an improper third party." (Objection at ¶ 21) There is no legal or factual basis for the Debtors' contention.¹

¹ The Debtors' other "jabs" at LSI are out of line and do not warrant a response.

3. LSI filed its protective Cure Claim because the Debtors refused to provide LSI with a list of "Other Executory Contracts" and "Other Unexpired Leases" that were being assumed (including proposed cure amounts). The Debtors' procedure for dealing with cure claims relating to "Other Executory Contracts" and "Other Unexpired Leases" is, in substance, geared at maximizing the forfeiture of claims. This Court should view this matter with a firm sense of fairness and fair play.

4. The procedure for dealing with these cure claims was markedly different from the procedures employed by the Debtors in connection with cure claims for "Material Supply Agreements." For those contracts that the Debtors viewed as "Material Supply Agreements", the Debtors sent to the original contract counterparties a cure notice identifying, among other things, the contract being assumed (or assumed and assigned) and the proposed cure amount. After several requests, Delphi finally gave LSI a list of parties to Material Supply Agreements that were being assumed, which enabled LSI to contact those contract counterparties that were on the assumption list, make sure they got a cure notice, and assist them in complying with the cure notice and election procedures.

5. In marked contrast to the procedures for Material Supply Agreements, for all Other Executory Contracts and Other Unexpired Leases, as a condition to assumption the non-debtor party is required by the Debtors to file and serve a proposed cure claim within 45 days after entry of the Confirmation Order. That deadline for filing cure claims was March 10, 2008. Essentially, under this procedure if a cure claim is not filed – even though a creditor might have a scheduled claim or a valid proof of claim on file – the creditor would apparently lose any right to payment of a cash cure, and, arguably, that language could mean that the creditor's unsecured claim itself would be wiped out too.

6. In every Chapter 11 case in which LSI is involved, where contracts are being assumed under a plan, LSI (i) reviews the notice of proposed cure amounts that accompanies the

Plan confirmation submissions for any proposed cures to counterparties from which LSI purchased a claim, (ii) checks the proposed cure amount against the proof of claim or other documents it has, and (iii) if there is any question or discrepancy, contacts the original counterparty to prosecute, or assist LSI in prosecuting, an objection to the cure amount. Here, however, the Debtors refused to give LSI, or otherwise publish, a list of "Other Executory Contracts" and "Other Unexpired Leases" that were being assumed or even a generic list of original counterparties to such contracts. That would have enabled LSI to determine whether, or which of, the many entities and individuals from whom LSI purchased claims is a party to Other Executory Contracts or Other Unexpired Leases that are being assumed pursuant to the Plan.

7. LSI respectfully requests that the Debtors be directed to provide LSI with a list of Other Executory Contracts and Other Unexpired Leases that relate to LSI claims (ideally, with contract numbers). LSI would then contact its counterparties from whom it purchased claims who are on such list and LSI would then amend its Cure Claim with specific cure amounts and bifurcate such Cure Claim by having each original cure counterparty prosecute its particular portion thereof. Any claim by the Debtors as to prejudice with respect to such a procedure is ludicrous. The Debtors did not meet the Plan's April 4, 2008 deadline to close and they have been unable to consummate the Plan to date.

WHEREFORE, LSI respectfully requests that, as to LSI, the Debtors' Omnibus Objection be denied in all respects.

Dated: May 22, 2008

ANDREWS KURTH LLP

/s/ Paul N. Silverstein

Paul N. Silverstein (NY Bar No. PS 5098)

450 Lexington Avenue, Floor 15

New York, New York 10017

Tel. (212) 850-2800

Fax (212) 850-2929

Counsel to Liquidity Solutions, Inc.